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TRUST DEED

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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THIS INDENTURE, Made March 22, 1991, between Chicago Title and Trust Company, an Illinois corporation, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said Company in pursuance of a Trust Agreement dated February 4, 1991 and known as trust number 1094673, ~~with leave to the First Party,~~ and Chicago Title and Trust Company, ~~Trustee of said trust~~

an Illinois corporation herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed a principal note bearing even date herewith in the Principal Sum of Twenty-Eight Thousand and 00/100 (\$28,000.00) -----

----- Dollars, made payable to ~~THE FIRST NATIONAL BANK~~ James Darrow, 414 Plaza, Suite 107, Westmont, IL 60559 and delivered, in and by which said Principal Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum on April 1, 1992 with interest thereon from March 22, 1991 until maturity at the rate of Ten (10) per centum per annum, payable* ~~on the 1st day of each month~~ ~~beginning on the 1st day of each month~~ ~~beginning on the 1st day of each month~~ all of said principal and interest bearing interest after maturity at the rate of Twelve (12) per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of James Darrow, 414 Plaza, Suite 107, Westmont, Illinois 60559 in said City.

NOW, THEREFORE, First Party, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also, in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the following described Real Estate situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lots 7 and 8 in Block 1 in Frederick H. Bartlett's Centerfield, being a Subdivision of the West 1/2 of the North West 1/4 of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian (except the East 158 Feet thereof) ~~in Cook County, Illinois.~~ ~~in Cook County, Illinois.~~ 19.29
70672 TRUST 7134 03/25/91 12:49:00
#874 # B * -91-132022
COOK COUNTY RECORDER

PIN 19-10-100-007
19-10-100-008 -91-132022

*monthly, commencing April 1, 1991 and on the first day of each of the next 11 months thereafter.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto, which are pledged primarily and on a parity with said real estate and not secondarily, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, mador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:
1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) refrain from making material alterations in said premises except as required by law or municipal ordinance; (g) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (h) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (i) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgage, premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

MAIL TO:
Katz Randall & Weinberg (CEA-2290.55)
200 N. LaSalle Street #2300
Chicago, Illinois 60601

PLACE IN RECORDER'S OFFICE BOX NUMBER _____

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
4717 and 4719 S. Cicero Ave.
Chicago, Illinois 60638

5508111

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FOR THE PROTECTION OF BOTH THE BORROWER AND THE TRUST DEED IS FILED FOR RECORD... THE TRUST DEED IS FILED FOR RECORD...

Notarial Seal, Given under my hand and Notarial Seal this 21st day of March 1991

STATE OF ILLINOIS, COUNTY OF COOK, SS. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, the Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company...

See Rider Attached

CHICAGO TITLE AND TRUST COMPANY Assistant Vice President, Assistant Secretary

THIS TRUST DEED is executed by the Chicago Title and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee and said Chicago Title and Trust Company, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the part of said principal or any interest therein, or as creating any obligation on the part of said principal or any interest therein, or as creating any liability on the part of said principal or any interest therein, or as creating any obligation on the part of said principal or any interest therein, or as creating any liability on the part of said principal or any interest therein, or as creating any obligation on the part of said principal or any interest therein...

20220315

RIDER TO INDENTURE (TRUST DEED)

This Rider is attached to and forms an integral part of the Trust Deed made March 22, 1991 between Chicago Title and Trust Company, as Trustee under Trust Agreement dated February 4, 1991 and known as Trust Number 1094673, herein referred to as "Mortgagor", and Chicago Title and Trust Company, herein referred to as TRUSTEE, witnesseth:

- R1. In the event of a conflict between the terms and provisions of this Rider and the Trust Deed to which it is attached, it is the intention of the parties that the terms and the provisions of this Rider shall prevail.
- R2. For value received the undersigned individuals hereby guarantee the payment of the within Note in accordance with its terms together with all cost of expenses (including reasonable attorney's fees) paid or incurred in collection, hereby waiving presentment, demand notice, notice of protest and any statutory rights to insist upon initial proceedings against the maker thereof. Neither extension of time, substitution or surrender of collateral or other forbearance granted to the maker of the within note shall operate to relieve the undersigned from liability hereunder, hereby waiving all notice of such extension, substitution, surrender or other forbearance.
- R3. The entire indebtedness hereby secured shall, at the election of the Holder of the Note, become immediately due and payable upon twenty (20) days written notice to the Mortgagors or anyone claiming by, through or under Mortgagors, and thereupon the Trustee shall have the right, among others, to foreclose the Trust Deed, upon the happening of any one or more of the following:
- (a) The Mortgagors fail to pay any sum of principal or interest required to be paid herein or in the Trust Deed within twenty (20) days after the due date thereof;
 - (b) the Mortgagors fail to pay on demand the amount of any costs of the Holder of the Note, or the Mortgagee, with interest thereon, secured by the Trust Deed.
- R4. The Mortgagors reserve the right to prepay, in part or in full, the outstanding balance of this Note at anytime, and shall be entitled to an appropriate refund of any prepaid interest.
- R5. The Mortgagors agree that in order to more fully protect the security of the Trust Deed, Mortgagors shall deposit with Mortgagee's attorneys, Katz, Randall & Weinberg, 200 W. LaSalle Street, Suite 2300, Chicago, Illinois, 60601, on closing a sum equal to the tax proration given to Mortgagors at closing for the 1990 real estate taxes. At closing Mortgagor shall further deposit a sum equal to one-quarter of the 1990 real estate tax bill and every three months thereafter a sum equal to one-quarter of the 1990 real estate tax bill with Mortgagees' attorneys. Said sums shall be held by Katz, Randall & Weinberg in trust and said funds shall only be used for for the payment of real estate taxes when the same are due and payable. The holder of the note shall provide proof of payment of said taxes to the Mortgagor.

If at any time the funds so held by the Holder of the Note are insufficient to pay the real estate taxes when the same shall become due and payable, the Holder of the Note shall advise

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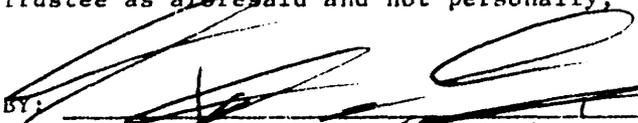
Property of Cook County Clerk's Office

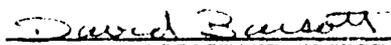
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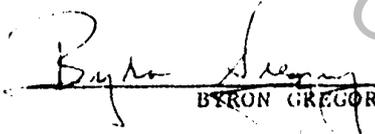
The Mortgagor of the insufficiency and Mortgagor shall, within ten (10) days after receipt of such notice, deposit with Katz, Randall & Weinberg such additional funds as may be necessary to pay such items.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid and not personally,

BY: 
ASSISTANT VICE-PRESIDENT

ATTEST: 
ASSISTANT SECRETARY


BYRON GREGORY


JOHN LEJA

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